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VINDICATION

OF

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HAMILTON & BALFOUR

BOOKSELLERS in EDINBURGH,

FROM

The Charge brought against them in
*A Memorial concerning the Property of
the Edinburgh Medical Essays.*

EDINBURGH:

Printed for Mess. HAMILTON & BALFOUR,

M,DCC,LVI.



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VINDICATION, &c.

A Memorial in the name of Mrs. *Drummond*, Wife of Mr. *William Drummond* late Bookseller in *Edinburgh*, has been industriously dispersed, as well at *London*, as in this country. In it, *Hamilton* and *Balfour* Booksellers in *Edinburgh*, are charged as guilty of heinous and aggravated injustice.

That the accusation is most calumnious, will appear from the following pages, which are submitted to the candid judgment of the public.

The *first* part of the charge brought by Mrs. *Drummond*, is of the following import.

“ That Mr. *William Monro*, Bookseller in
“ *Edinburgh*, transferred all his property in
“ books, including the two first volumes of
“ the *Medical Essays*, to Mr. *William Drum-*
“ *mond* the husband of the Memorialist.” 2^{do},

“ That the other four volumes were directly
“ given by Professor *Monro*, as delegated
“ member of the Society of Collectors, (who
“ alone can be esteemed proprietors of a col-
“ lected work, such as this) to the Me-
“ morialist’s

“ memorialist’s husband ; that this gift was not
 “ unknown to any of the other members of
 “ the Society : That, in consequence of
 “ such gift, the book was entered in Station-
 “ ers Hall at *London*, as the property of Mr.
 “ *William Monro*, and of the Memorialist’s
 “ husband ; both which properties centered
 “ in the latter : That, by many repeated
 “ acts, the Collectors, and Professor *Monro*,
 “ their delegated member, ratified the gift
 “ of the book to the Memorialist’s husband,
 “ who accordingly printed a second edition
 “ of it, augmented, revised and corrected for
 “ the press, by the same delegated member :
 “ That the possession of the property of all
 “ the volumes of the *Medical Essays* remain-
 “ ed uninterrupted to the Memorialist’s hus-
 “ band, till after the dissolution of the Society
 “ of Collectors, and even down to the year
 “ 1746.”

3thio, “ That, in the year 1746, Mess.
 “ *Hamilton* and *Balfour* did, in very distressful
 “ circumstances of the Memorialist’s family,
 “ lay the plan of assuming to themselves
 “ this article of her husband’s property, with-
 “ out giving her a valuable consideration for
 “ it : And that they accordingly executed
 “ this plan, and printed the book in question
 “ about the month of *October* 1747, entered
 “ it

“ it in Stationers Hall as their own property
 “ in *March* 1747,8; and printed it again in
 “ *September* 1752.”

“ The Memorialist concludes, That
 “ *Hamilton* and *Balfour* have no title, either
 “ legal or equitable, to the property of the
 “ *Medical Essays*; but the property of that
 “ book does still remain with the Memori-
 “ alist’s husband.”

With respect to all which particulars,
Hamilton and *Balfour* beg leave to inform the
 public,

1st, That Mr. *William Monro* never con-
 sidered himself as Proprietor of the *Medical*
Essays: He frequently acknowledged, that
 his privilege of printing the *Essays* subsisted
 only during the pleasure of Professor *Monro*,
 and of the other acting members of the So-
 ciety: He often declared, that he never
 conveyed, or attempted to convey to Mr.
Drummond, any property in the *Medical*
Essays; and that, if he had had any property
 in them, he would most willingly have made
 it over to *Hamilton* and *Balfour*, with whom
 he lived in perfect friendship.

Had the assertions in the Memorial been
 made at an earlier period, there would have
 been no difficulty in redarguing them by the
 evidence of Mr. *William Monro* himself: but
 that

that worthy man is now no more. Before the appearance of the Memorial, his health had been broken by a most acute distemper, and his memory greatly impaired ; and altho' he had retained his memory to the end of his life, yet it would have been inhumane to have disturbed him in his last moments by any particular inquiries concerning the assertions before made : However, that what is affirmed by *Hamilton* and *Balfour*, is most strictly true, will appear from the judicial Declaration of his Widow, which is subjoined to these sheets. *Appendix, No. I.*

2dly, That the 3d, 4th, 5th and 6th volumes of the *Medical Essays* were gifted by Professor *Monro* to Mr. *Drummond*, and that the Collectors of the *Essays* ratified this gift, is absolutely denied. It is acknowledged, that as Professor *Monro* undertook the labour of preparing the *Essays* for the press, he had liberty to name the Printers ; and as he had connections of friendship with Mr. *William Monro*, he naturally appointed him to print the first edition of the first and second volumes. After the publication of these volumes, Mr. *William Monro* gave up his stock in trade to Mr. *Drummond* ; but his name still remained in the trade, as if the copartnery had subsisted. Professor *Monro* continued

ed to give the succeeding volumes of the *Essays* to be printed by *Monro* and *Drummond*; but he never gave the property of the *Essays*, either to the one or the other: All that he gave was the right and privilege of printing an edition of the *Essays**. The purpose of entering the book at Stationers Hall, was to prevent the edition from being counterfeited, but

* The Memorialist draws an argument from Professor *Monro's* generous care to procure to her an adequate price for her consent to *Hamilton* and *Balfour's* printing the *Osteology*, that he would never have resumed the present of the *Medical Essays* without such a price. By this she would insinuate that she had a right in the *Osteology*, and that her consent for printing it was asked. But the matter of fact stands thus. Mr. *Drummond* had printed part of a new edition of the *Osteology*. The Professor had it seems some reasons for taking it from him; and he gave it to Mess. *Hamilton* and *Balfour*, intimating, at the same time, his inclination that Mrs. *Drummond* should have the profit of this edition, to which they very readily agreed. As it would take some years to ascertain these profits, and as Mrs. *Drummond* might want the money immediately, it was referred to Mr. *William Monro* to value them; which he did; and to the sum determined by him, Mess. *Hamilton* and *Balfour* voluntarily added Five pounds more. But this was a present from Professor *Monro*, and not an adequate price for her consent to print the *Osteology*.

but not to establish a property in the book, either to Mr. *William Monro* or Mr. *Drummond*. That such was the opinion of Mr. *William Monro*, appears from the Declaration of his Widow: That such likewise was the opinion of Professor *Monro*, by whose advice the book was entered, will appear from what shall be presently mentioned.

That the second edition of the *Essays* was printed by Mr. *Drummond*, is not denied: The Society, or its acting members, had, no doubt, a right to name a Printer, and to give him a right to any particular edition printed by him. This was done with respect to Mr. *William Monro*, to Mr. *Drummond*, and, of latter years, to *Hamilton* and *Balfour*.

3dly, That *Hamilton* and *Balfour* did, in the year 1746, form and execute a plan for assuming to themselves the property of Mr. *Drummond*, is the capital accusation; and as false an accusation it is, as ever malice invented. In proof of this, a plain recital of facts will be sufficient.

In the beginning of Summer 1746, a new edition of the *Medical Essays* became necessary.

The acting members of the Society did not chuse at that time to employ Mr. *Drummond* in the publication of them.

When

When this resolution became public, various Booksellers in *Edinburgh* made their applications for the privilege of printing this edition; but *Hamilton* and *Balfour* were preferred. A letter, addressed to them, was written by Professor *Monro*, and signed not only by him, but by several other Gentlemen, distinguished for the share which they had in the *Medical Essays*. By this letter the sentiments of Professor *Monro* and of the other Subscribers are evident; they direct the edition, and give the necessary corrections. See *Appendix* No. II.

Professor *Monro* did more; for he furnished a paper which had not been inserted in the former editions; and neither he, nor any of the other Gentlemen, by whom the letter was signed, ever intimated the least belief or suspicion, that the privilege of printing the third edition was not by this letter as fully vested in *Hamilton* and *Balfour*, as the right of printing the first edition had been vested in Mr. *William Monro* or Mr. *Drummond*.

It may be proper to observe, that Dr. *John Pringle*, Dr. *Gilchrist* of *Dumfries*, and Dr. *Simson* of *St. Andrews*, signified their approbation of the appointment made in favours of *Hamilton* and *Balfour*. Dr. *Porterfield* has also signified his approbation in the

most obliging terms : and it will appear, upon examination, that, whether the name of the Authors, or the number and merit of their *Essays* be considered, the *Medical Essays* owe their reputation to the Gentlemen who have been mentioned in this narrative.

This third edition was accordingly printed, and a fourth has, by the same authority, been since printed by *Hamilton* and *Balfour*, who do not pretend to any property in the book other than during the pleasure of the Authors.

It might seem superfluous to add more words in a case so very clear. But, it may perhaps be proper to observe, that the Memorialist had so little doubt of the power which the above mentioned Gentlemen had of bestowing the privilege of printing an edition on *Hamilton* and *Balfour*, that without their knowledge she offered to give up, and, unsolicited by them, or by any person commissioned by them, actually gave up whatever claim she might have pretended to have to the *Medical Essays*. She did more; for to them also she sold the copper-plates of all the volumes.

The Memorialist has artfully endeavoured to obviate the conclusions which naturally follow from this letter, and from the sale of the copper-plates.

She

She says, “ That Mr. *Hamilton* and *Balfour* employed Mr. *William Monro* to obtain her consent to the printing a small cheap edition of the *Medical Essays*, amended by the Authors: That Mr. *Monro* named to the Memorialist a very considerable annuity which he said he thought *Hamilton* and *Balfour* would give her: That she wrote and signed the letter in question in terms of a scroll given her by Mr. *William Monro*, and which was written by *John Balfour*: That she intrusted the letter to Mr. *Monro* to make the best conditions he could for her in consequence of this her consent: That Mr. *Monro* put the letter into the hands of *Hamilton* and *Balfour*; but they have never given her any valuable consideration, much less the large annuity which Mr. *Monro* proposed in their names: That they detain this letter, tho’ demanded from them by the Memorialist.”

The truth is, that *Hamilton* and *Balfour* gave no such commission to Mr. *Monro*, as is here pretended: Mr. *Monro* made offer to them of the letter from the Memorialist; this he did with a view of getting a present from the Memorialist, as he himself has frequently declared. (See his widow’s Declaration; *Appendix N^o. I.*) *Hamilton* and *Balfour*.

Balfour were very indifferent about this letter; and when they received it, they told Mr. *Monro* that it was of no service to them: That the scroll was written by *John Balfour*, at the desire of Mr. *Monro*, is not denied; but neither is that a material circumstance, as no annuity was ever demanded by Mr. *Monro*, nor proposed or promised by *Hamilton* and *Balfour*. As they did not consider Mr. *Drummond* as the Proprietor of the *Essays*, it would have been absurd in them to have made such a proposal. Indeed the story, as related by the Memorialist, carries its own confutation with it; they were to give a large annuity to a woman in the prime of life, for her consent, in the name of her husband, to the printing a small cheap edition of the *Medical Essays**!

Every one acquainted with the value of books must perceive that the property of the *Medical Essays*, after two editions had been printed, could not be worth any considerable sum: and yet the Memorialist pretends, that a considerable sum was promised to her for her consent to the printing one small cheap edition only.

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* That the annuity was to be fixed at L. 40 Sterling *per annum*, has, according to most credible information, been affirmed by Mrs. *Drummond*; such an assertion manifestly disproves itself.

As to what is said of the letter having been detained by *Hamilton* and *Balfour*, it is answered, That they do not value the letter ; that they did not receive it upon the supposition of its giving them any additional right to the *Essays* : They detained it, in order to vindicate their own conduct, and to confute the allegations of the Memorialist : for this purpose, they have subjoined it to these pages See *Appendix* N^o. III.

The assertion made by Mrs *Drummond*, with respect to the sale of the copper-plates, deserves particular attention: From it the spirit of her Memorial will too plainly appear. She observes, “ That the copper-plates
“ of the *Medical Essays* were sold by her to
“ *Hamilton* and *Balfour* for L. 5 *Sterling*;
“ that she is since credibly informed
“ those very plates were purchased from
“ the *Ingraver* at six times that money ;
“ and that they were neither useless nor of
“ no more value than old metal, as they (*Ha-*
“ *milton* and *Balfour*) say, is evident, from
“ their having been since used by themselves
“ in two large impressions of that book ; that
“ inexperience therefore and facility must
“ have encountered with design in this

“ bargain ;

“bargain ; and those Gentlemen can tell,
 “which of the parties got the better, and
 “who reaped the fruits of the victory.”

The evident purport of this wordy paragraph, is to insinuate that *Hamilton* and *Balfour* cheated Mrs *Drummond* in the bargain for the plates.

In answer to which railing accusation, they beg leave to inform the public, that Mrs *Drummond* told her friend Mr *William Monro* of her intention of gifting *Hamilton* and *Balfour* with the plates, for which she said she had no further use. That Mr *William Monro* represented to her, that her circumstances did not permit her to make presents ; and that he would get some money for them. For the truth of these allegations, appeal is made to the judicial declaration of *Isobel Gerard*, wife to Mr. *William Monro*, Appendix N^o. I.

Mr. *Monro* accordingly made offer of the plates to *Hamilton* and *Balfour*, and finished the bargain at L. 5 *Sterling*.

This Gentleman well understood the business of a Bookseller in all its branches, and zealously interested himself for Mr. *Drummond* and all his concerns : it is not therefore to be presumed, that he could have been over-reached in this bargain by *Hamilton* and *Balfour* : and indeed the bargain was

was fair, and the price just. The plates had been already used in two editions of the *Medical Essays*: they were much worn, as any one in the least acquainted with copper-plates may judge; and *Hamilton* and *Balfour* were actually at the expence of having them all retouched. And they do assert, that the plates, when bought, were of no greater value than old copper to any other person than the publisher of a third edition of the *Essays*.

II. The *second* part of the charge against *Hamilton* and *Balfour*, is to the following purpose: “ That, in Spring 1746, Mr. *William Monro* attached 1171 volumes of the
 “ *Medical Essays*, belonging to his debtor
 “ Mr. *Drummond*: That these volumes were
 “ valued, upon oath, by *Hamilton* and *Bal-*
 “ *four*, at the rate of three pence for each
 “ volume in sheets: That these books were
 “ auctioned on the 10th of June 1746 in
 “ the auction-room of *Hamilton* and *Balfour*:
 “ That it is more than probable, undue
 “ means were used, before, or at the auction,
 “ to deter bidders: That the books were
 “ set up at L. 14, being somewhat below the
 “ appretiated value of three pence *per* vo-
 “ lume: That *John Balfour* was a bidder,
 “ and offered to the extent of L. 29. 10 s.
 and

“ and Mr. *Gideon Crawford* was also a bidder ; and, on his offering *L. 30* for the books, was declared the purchaser : That endeavours were used to get the purchaser to depart from his bargain ; and that *Hamilton* and *Balfour*, by threatnings, deterred the buyer from reprinting any of the volumes with the permission of the Memorialist.”

To all which it is answered : That, after Mr. *Drummond's* affairs had gone into disorder, some of his creditors did proceed, for their own security, to diligence against his effects. Mr. *William Monro*, who was a very considerable creditor, pointed certain volumes of the *Medical Essays* : out of all these no compleat sett could be made up ; two volumes were wanting altogether, and the remaining volumes bore no reasonable proportion to one another. *Hamilton* and *Balfour* were called to appretiate these volumes so conditioned : they valued them as is set forth in the Memorial : this valuation seemed, all circumstances considered, to be reasonable ; but, altho' it had been too low, it could in no ways affect the after-sale of the volumes ; it only determined the price at which they were to be set up to auction.

Hamilton

Hamilton and *Balfour*, at the desire of Mr. *Monro*, undertook to auction the books; and this they did the more willingly, as they knew that Mr. *Monro* would give Mr. *Drummond* credit for the full produce which might arise from the books to be thus auctioned. They made intimation to all the Booksellers in *Edinburgh*, desiring their attendance on the day of auction. *Gavin Hamilton* did himself take the trouble of auctioning the books: *John Balfour* raised their price by bidding beyond the appretiation; he ventured to offer to the extent at least, which was reasonable and expedient for him; and so far was he from thinking the price at which they sold to be too low, that he would not become the buyer himself, but suffered them to fall into the hands of Mr. *Gideon Crawford*, the last bidder. In all this business *Hamilton* and *Balfour* acted in the most friendly and candid manner with respect to Mr. *Drummond*. Although they were creditors, they did not distress him by any diligence; they continued to treat him with that *indulgence* and *lenity* which he had formerly experienced from one of them: they gave their auction-room, their attendance, their labour, without any reward or gratification whatever. They were urged by Mr. *Monro* to accept of the usual proportion

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tion allowed to Auctioners; but as this would, in the sequel, have affected the interest of Mr. *Drummond*, they absolutely declined it *.

That they used any practices to discourage bidders, or to persuade the purchaser to depart from his bargain, is a base and most calumnious falsehood.

They do indeed acknowledge, that, when Mr. *Crawfurd* talked to them of his purpose of reprinting some volumes of the *Medical Essays*, in order to perfect the broken setts which he had purchased, they told him that they considered this as an invasion of their right, which they had obtained to the intended edition of the *Medical Essays*, and that they would in no sort yield up what they apprehended to be their property. This declaration

* It may not be improper here to observe, in justice to the memory of Mr. *William Monro*, that it has been most maliciously affirmed by Mrs. *Drummond*, that he took from her, at the clearance of accompts, a sum of about ten pounds *sterling* as the expence of auctioning the pointed books. And the truth is, Mr. *Monro* did deduce from the sum-total of the pointed books the expences of auctioning, in order to show her what might have been demanded from her, and that she had been treated with the utmost tenderness; but he not only frankly gave her up that sum, but likewise the whole expences of the process, to which he was in all law and equity intitled. The truth of what is here set forth, may be proved by the declaration of Mr. *James Hay*, and Mr. *Albert Monro*, Writers in *Edinburgh*, who were both present at the clearance.

declaration satisfied Mr. *Crawford*; and he will, no doubt, give his testimony to the truth of what is here asserted.

The manner in which Mrs. *Drummond* concludes her appeal to the Public, may seem no less extraordinary than the Memorial itself. She says, "She shall be sorry, if any thing in the above aggravated representation of facts should give them offence, or be, contrary to her intention, interpreted to the disadvantage of their characters in matters different from the case in hand."

She has represented *Hamilton* and *Balfour* as invaders of their Neighbours property, as men lost to all sense of honour, as accomplishing their wicked purposes by fraud, dishonesty and violence: and yet she is sorry if she has given offence! In support of this her charge, she has used every art of misrepresentation, asserted as truth many things which she knew to be false; and yet concludes with saying, "That, if these things be interpreted to the disadvantage of the characters of *Hamilton* and *Balfour* in other cases, it is contrary to her intention."

What her intention was, God and her own conscience know!—man can judge from appearances only. But, whatever may have been her intention, she has injured two men

men of credit in their dearest interest, in their good name. An offence so publicly committed ought to be acknowledged in a manner no less public: but as to this *Hamilton* and *Balfour* are not solicitous. To the impartial opinion of mankind, and to their own innocence, they entrust their vindication.

A P P E N D I X.

NUMB. I.

DECLARATION of Mrs *Monro*.

I *ISABEL GERARD*, Spouse to Mr. *William Monro* Bookseller in *Edinburgh*, do hereby solemnly declare, That my said husband has often told me that he never did receive any sum of money or gratification whatever for conveying, nor never did convey, to Mr. *William Drummond* Bookseller in *Edinburgh*, any privilege of printing, or right of property in the *Medical Essays*, or Professor *Monro's Osteology*. I have likewise often heard him declare, that he never look'd upon himself as having any privilege of printing, or right of property, in these books, any further than during the pleasure of
of

of Professor *Monro*, and the other authors; and that he always reckoned it in their power to give any subsequent edition to any person whatever; and, if he had any property in these books, I am satisfied, if it had been thought necessary, he would have cheerfully convey'd it to Mess. *Hamilton* and *Balfour*. I likewise hereby solemnly declare, That it consists with my knowledge, that when Mess. *Hamilton* and *Balfour* were about to publish a new edition of the *Medical Essays*, that at that time Mrs. *Drummond* offered my said Husband the plates for nothing for their behoof, adding that they were of no use to her, and that my said Husband advised her to the contrary, telling her he would get her something for them, which accordingly he did. I likewise do solemnly declare, That I have often heard my said Husband express his astonishment at a falsehood spread in his name, viz. "That
 " he should have ever offered to Mrs. *Drum-*
 " *mond*, in the name of Mess. *Hamilton* and
 " *Balfour*, an annuity, or any sum of money
 " whatever, for her consent to their print-
 " ing the *Medical Essays*;" and I have often heard him declare, That it was absolutely false, and that he never made her any such offer, and that he never had any commission
 from

from them to make her any such, or any offer at all. I likeways declare, That it consists with my knowledge, that my said Husband, of his own accord, asked from Mrs. *Drummond* a Letter to Mess. *Hamilton* and *Balfour*, signifying her consent to their printing the *Medical Essays*, which she frankly agreed to; and when this Letter was delivered by my Husband to Mess. *Hamilton* and *Balfour*, their answer was, That it was of no use to them; and I know, that my said Husband's design in asking this Letter, was in hopes of getting from Mess. *Hamilton* and *Balfour* some present to Mrs. *Drummond*. I have likewise often heard my said Husband declare this. And I make this my declaration, and subscribe the same at *Edinburgh*, the twenty first day of June, One thousand seven hundred and fifty six years, before Mr. *Alexander Scott*, and Mr. *Robert Lithgow*, both Merchants and present Magistrates of *Edinburgh*.

ISABEL GERARD.

ALEX. SCOTT, Witness.

ROBERT LITHGOW, Witness.

THE same day and place, I *Isabel Gerard* do further declare, That the reason of my Husband's not signing this, is owing to his

his being, for some time past, in a great measure deprived of his memory, and is in such a state of health as scarcely to be able to speak, or raise himself from his bed *.

ISABEL GERARD.

ALEX. SCOTT, Witness.

ROBERT LITHGOW, Witness.

* Mr. *Monro* died next day, June 22.

NUMB. II.

LETTER *from the Authors of the*
MEDICAL ESSAYS *to Messieurs Ha-*
milton and Balfour.

Gentlemen,

AS a proof of our approving your design of publishing the third edition of ~~this~~ *the* *Edinburgh Medical Essays* in a smaller form and at a lower price than the former ones, we send you the amendments which we desire to be made. We expect that you will not copy the compend Writer, by inserting the mistakes which had been made in the first edition of vol. I. II. III. IV. but were corrected in the second edition; and that you will not omit so many necessary passages as he has done, but that you will give the
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intire book to the public, with the corrections only which you receive from us.
We are

Your humble Servants,

Alex. Monro.

Robert Whytt.

John Stevenson.

And. St. Clair.

Charles Alston.

And. Plummer.

Edinburgh, May 13.

1746.

NUMB. III.

LETTER *from Mrs. Drummond to*
Messieurs Hamilton and Balfour.

Messieurs,

Edin. 19th May, 1746.

AS I understand, that a small cheap edition of the *Medical Essays*, amended by the Authors, is to be printed in *Edinburgh* by you, or some other Booksellers; I take this opportunity of letting you know, that, if you think that project will turn out to your account, it is my inclination that you alone do undertake it rather than any other, and, in so far as I am concerned, I frankly consent to your carrying on the work. I am

Your most humble Servant,

Margaret Murray.

